



London Underground (Safety Measures) Act 1991

1991 CHAPTER xviii

PART I

PRELIMINARY

1 Short title

This Act may be cited as the London Underground (Safety Measures) Act 1991.

2 Interpretation

(1) In this Act, unless the context otherwise requires, the several words and expressions to which meanings are assigned by the enactments incorporated herewith have, in relation to the related subject-matter, the same respective meanings; and—

“the Act of 1845” means the Railways Clauses Consolidation Act 1845;

“the Act of 1863” means the Railways Clauses Act 1863;

“the Act of 1963” means the London Transport Act 1963;

“the Act of 1964” means the London Transport Act 1964;

“the Act of 1965” means the London Transport Act 1965;

“the Act of 1966” means the London Transport Act 1966;

“the Act of 1969” means the London Transport Act 1969;

“the (No. 2) Act of 1971” means the London Transport (No. 2) Act 1971;

“the Act of 1976” means the London Transport Act 1976;

“the Act of 1981” means the London Transport Act 1981;

“the Company” means London Underground Limited;

“constructed in tunnel” means constructed in tunnel in such manner as does not necessitate the cutting through or removal of the surface soil;

“the deposited plans”, “the deposited sections” and “the deposited book of reference” means the plans, sections and book of reference deposited

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in connection with the London Underground (Safety Measures) Bill in November 1989 together with the plans, sections and book of reference deposited in connection with an Additional Provision to that Bill in June 1990;

“enactment” includes any order, byelaw, rule, regulation, scheme or other instrument having effect by virtue of an enactment;

“the limits of deviation” means the limits of deviation shown on the deposited plans;

“the railways board” means the British Railways Board;

“the underground railways” means such portion of Works Nos. 1 to 6 and 8 (Works at London Bridge), Works Nos. 1 to 7 (Works at Holborn) and Works Nos. 1 to 6 (Works at Tottenham Court Road) and any necessary works and conveniences connected therewith as are constructed in tunnel; and

“the works” means the works authorised by Part II (Works, etc.) of this Act.

- (2) Any reference to the London Transport Board or London Transport Executive in any of the provisions incorporated with this Act by section 15 (Incorporation of works provisions), section 24 (Incorporation of lands provisions) and section 25 (Incorporation of protective provisions) of this Act shall be construed as a reference to the Company.
- (3) All distances, lengths and directions stated in any description of works, powers or lands, shall be construed as if the words “or thereabouts” were inserted after each such distance, length and direction, and distances between points on a railway shall be taken to be measured along the railway.
- (4) Unless the context otherwise requires, any reference in this Act to a work identified by the number of such work shall be construed as a reference to the work of that number authorised by this Act.
- (5) References in this Act to points identified by letters shall be construed as references to the points so lettered on the deposited plans.

3 Incorporation of general enactments

- (1) The following enactments, so far as the same are applicable for the purposes and are not inconsistent with or varied by the provisions of this Act, are incorporated with and form part of this Act, and this Act shall be deemed to be the special Act for the purposes of the said incorporated enactments:—
 - (a) the Lands Clauses Acts, except sections 127 to 133 of the Lands Clauses Consolidation Act 1845;
 - (b) the Act of 1845, except sections 7 to 9, 11 to 15, 17, 19, 20, 22, 23, 94 and 95 thereof; and
 - (c) in the Act of 1863, Part I (relating to construction of a railway), except sections 13 to 19 thereof.
- (2) For the purposes of the provisions of the Act of 1845 and the Act of 1863, as incorporated with this Act—
 - (a) the expression “the company” where used in the said incorporated provisions means the Company; and
 - (b) Works Nos. 2 to 6 and 8 (Works at London Bridge), Works Nos. 1 to 7 (Works at Holborn) and Works Nos. 1 to 6 (Works at Tottenham Court Road) shall be deemed to be railways authorised by the special Act.

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- (3) Sections 18 and 21 of the Act of 1845, as incorporated with this Act, shall not extend to regulate the relations between the Company and any other person in respect of any matter or thing concerning which those relations are regulated in any respect by the provisions of—
- (a) Part II of the Public Utilities Street Works Act 1950; or
 - (b) section 42 (For protection of gas, water and electricity undertakers) of the Act of 1963, as incorporated with this Act.

PART II

WORKS, ETC.

4 Power to make works

The Company may, in the lines or situations shown on the deposited plans and according to the levels shown on the deposited sections, make and maintain the works described in Schedule 1 to this Act, with all necessary works and conveniences connected therewith.

5 Power to open surface of streets

Subject to the provisions of this Act the Company may—

- (a) for the purposes of constructing such of the Company's works as are described in column (1) of Schedule 2 to this Act, enter upon, open, break up and interfere with so much of the surface of the streets in column (2) of that Schedule as lies within the limits of deviation of those works; and
- (b) for the purposes of providing access to Works Nos. 6 and 7 (Works at Holborn) and Work No. 6 (Works at Tottenham Court Road) make and maintain permanent openings in the footways of so much of Southampton Row, Theobalds Road and Tottenham Court Road as lies within the limits of deviation of those works.

6 Stopping up and narrowing of streets

(1) The Company may—

- (a) stop up and discontinue Falconberg Court in the city of Westminster between the points marked 'A' and 'B' on the deposited plans; and
- (b) narrow, stop up and discontinue so much of Borough High Street and Southwark Street in the London borough of Southwark as lies between the points marked 'A' and 'B' on the deposited plans and so much of Southampton Row in the London borough of Camden as lies within the limits of deviation of Work No. 7 (Works at Holborn).

(2) After any stopping up and discontinuing under subsection (1)(a) above or any narrowing, stopping up and discontinuing under subsection (1)(b) above all rights of way over or along the streets or portions of streets so authorised to be stopped up shall be extinguished and the Company may, subject to the provisions of the Act of 1845 with respect to mines and minerals lying under or near the railway, appropriate without making payment therefor, and use for the purposes of their undertaking, the sites of the streets so stopped up.

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- (3) Any person who suffers any loss by the extinguishment of any private right under this section shall be entitled to be paid by the Company compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

7 Temporary stoppage of streets

- (1) The Company may during and for the purposes of constructing such of the Company's works as are described in column (1) of Schedule 3 to this Act temporarily stop up and interfere with so much of the streets in column (2) of that Schedule as lies within the limits of deviation and may for any reasonable time divert the traffic therefrom and prevent all persons, other than those bona fide going to or from any land, house or building abutting on any part of a street so stopped up and interfered with, from passing along and using the same.
- (2) The Company shall provide reasonable access for foot passengers bona fide going to or from any such land, house or building.

8 Notice of interference with streets

Before breaking up or otherwise interfering with any street to which the public has access in connection with the construction of any works under the powers of this Act, the Company shall (except in case of emergency) give 14 days' notice in writing to—

- (a) the London Fire and Civil Defence Authority; and
- (b) the chief officer of police;

and make such arrangements with the chief officer of police as may be reasonably necessary so as to cause as little interference with the traffic in such street during the construction of such works as may be reasonably practicable.

9 Temporary working sites at Holborn

- (1) The Company may during and for the purposes of constructing Works Nos. 1 to 7 at Holborn temporarily stop up and interfere with so much of Procter Street, Drake Street and the traffic island at the junction of Drake Street and Theobalds Road in the London borough of Camden as lies within the limits of deviation marked "Limits of temporary working sites" and may for such time or times as may reasonably be required—
- (a) divert the traffic from those streets and prevent all persons, other than those bona fide going to or from any land, house or building abutting on any part of those streets so stopped up and interfered with, from passing along and using the same; and
 - (b) prevent any person from passing over or using the said traffic island.
- (2) The Company shall provide reasonable access for foot passengers bona fide going to or from any land, house or building referred to in subsection (1)(a) above.

10 Access to subway at Holborn

In constructing Work No. 1 (Works at Holborn) the Company may, within the limits of deviation, make an access between the lands marked "Proposed ticket hall" on the deposited plans and the public subway numbered on the said plans 23 in the London borough of Camden together with all necessary works and conveniences connected therewith.

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11 General mode as to construction of underground railways

(1) The following provisions shall apply to the construction of the underground railways:

- (a) the works, where constructed in tunnel, shall be constructed in single tunnel;
- (b) the underground railways shall be approached by means of stairs, inclines, subways, electric or other lifts or escalators;
- (c)
 - (i) the tunnels comprised in the underground railways (including the station tunnel) shall be lined throughout with iron or other sufficient metal plates or with concrete or other suitable material;
 - (ii) every permanent shaft shall be constructed either by underpinning or by sinking and shall be lined with cast iron, brick, concrete or other equally suitable and durable material;
 - (iii) the internal diameter of the station tunnel shall not exceed 9 metres, the internal diameter of the cross-over and junction tunnels shall not exceed 12 metres, the internal diameter of the tunnels between stations shall not (except at cross-overs and junctions or where necessary for adjustment at curves or for other constructional purposes) exceed 5 metres, the internal diameter of the shafts shall not exceed 12 metres, and escalator tunnels shall have an internal diameter not exceeding 10 metres;
 - (iv) where the ground is suitable any space between the lining of the tunnels (including station, cross-over and junction tunnels) and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure;
- (d) if water is found to be present in the construction of the underground railways in such quantity as to necessitate the employment of compressed air, the Company shall stop all excavating work at the point where the same is so found, and the further driving of the tunnels at the working face at that point, until air-compressing machinery shall have been provided to produce such a pressure of air as will prevent the inflow of any sand, water, gravel or soil, and such machinery shall be maintained in full working order, and the work at such working face carried on under compressed air, so long as may be necessary; alternatively, instead of the work being carried on under compressed air, the Company may, in any case where it is expedient to staunch or limit any inflow of sand, water, gravel or soil into the tunnels, use chemicals to secure consolidation of the ground or may apply a freezing process for the freezing of the subsoil until the lining of the tunnel is fully erected or secured;
- (e) except in the case of unforeseen accident or for the purpose of removing rain-water or other trifling amounts of water, no use shall be made of pumping or of other like modes of removing water from the tunnels of the underground railways or from the shafts.

(2) Nothing in this section shall prejudice or affect the operation of the relevant statutory provisions as defined in Part I of the Health and Safety at Work etc. Act 1974.

12 Use of sewers, etc., for removing water

(1) The Company may use for the discharge of any water pumped or found by them during the construction of the works any available stream or watercourse, or any sewer or drain of a relevant authority in or through whose area the works may be constructed or pass, and for that purpose may lay down, take up and alter conduits, pipes and

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other works and make any convenient connections with any such stream, watercourse, sewer or drain within the limits of deviation but—

- (a) the Company shall not discharge any water into any sewer or drain vested in or under the control of a relevant authority except with the consent of the relevant authority and subject to such terms and conditions as the relevant authority may reasonably impose; and
 - (b) the Company shall not make any opening into any such sewer or drain save in accordance with plans approved by, and under the superintendence (if given) of, the relevant authority in whom the sewer or drain shall be vested and approval of those plans by the relevant authority shall not be unreasonably withheld.
- (2) (a) Section 107 of the Water Act 1989 shall apply to, or to the consequence of, a discharge under the powers of this section into any controlled waters within the meaning given by section 103 of that Act as if this section were not a local statutory provision for the purposes of section 108 (1) (d) of that Act.
- (b) In the exercise of their powers under this section the Company shall not damage or interfere with the bed of any watercourse forming part of a main river or the banks thereof within the meaning of section 116 of the Land Drainage Act 1976.
- (3) The Company shall take all steps as may reasonably be required to secure that any water discharged by them under the powers of this section shall be as free as may be reasonably practicable from any gravel, soil or other solid substance or oil or matter in suspension.
- (4) Any difference arising between the Company and a relevant authority under this section shall be settled by arbitration.
- (5) In this section “relevant authority” means Thames Water Utilities Limited, the National Rivers Authority or a London borough council.

13 Power to deviate

In the execution of any of the works shown on the deposited plans, the Company may deviate from the lines or situations thereof shown on the deposited plans to the extent of the limits of deviation and may deviate vertically from the levels shown on the deposited sections to any extent upwards not exceeding 3 metres and to such extent downwards as may be found necessary or convenient.

14 Plans, etc., to be approved by Secretary of State

The Company shall in connection with the works from time to time submit for the approval of the Secretary of State plans, sections and other details of their proposals with respect to—

- (a) permanent way, tunnels, platforms, stairs, lifts, escalators and other communications;
- (b) lighting;
- (c) signalling; and
- (d) ventilation;

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and any work included in the said proposals shall be constructed and maintained only in accordance with plans, sections and other details as approved by the Secretary of State.

15 Incorporation of works provisions

- (1) The following provisions of the undermentioned Acts are, with necessary modifications, incorporated with this Act:—
 - the Act of 1963—
 - section 10 (Provisions as to use of electrical power);
 - section 11 (Compensation for damage by working); and
 - section 15 (Power to make trial holes):
 - the Act of 1965—
 - section 10 (Underpinning of houses near works) except the provisos to paragraphs (4) and (6) thereof.
- (2) For the purposes of this Act references in the said sections 10 and 11 of the Act of 1963, as so incorporated, to Work No. 1 authorised by that Act shall be construed as references to the underground railways and the said section 10 shall have effect as if, after the reference to “insulated return” and “insulated returns” in paragraphs (5) and (7) thereof respectively, there were added “or uninsulated metallic returns of low resistance”.

PART III

LANDS

16 Power to acquire lands

- (1) Subject to the provisions of this Act, the Company may enter upon, take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as they may require for the purposes of the works or for any purpose connected with or ancillary to their undertaking.
- (2) Subject to the provisions of this Act, the Company may enter upon, use and appropriate so much of the subsoil and under-surface of any public street, road, footway or place delineated on the deposited plans and described in the deposited book of reference as shall be necessary for the purposes mentioned in subsection (1) above without being required to purchase the same or any easement therein or thereunder or to make any payment therefor.
- (3) The Company shall not under the powers of this Act without the consent of the railways board acquire, enter upon or use whether temporarily or permanently any of the land of the railways board situated within the limits of deviation.

17 Power to acquire subsoil or new rights only in certain cases

- (1) In this Part of this Act “new rights” in relation to any land means easements or other rights in, under or over such land, which are not in existence at the passing of this Act.

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- (2) Subject to the provisions of subsection (3) of section 16 (Power to acquire lands) of this Act, the Company may, for the purposes of constructing, maintaining, protecting, renewing and using the works, enter upon, take and use so much of the subsoil and under-surface of or may acquire such new rights as they may require in, under or over—
- (a) any railway, river, dock, canal, navigation, watercourse, aqueduct, drain, dyke or sewer; or
 - (b) any of the lands described in Schedule 4 to this Act;
- without in either case being obliged or compellable to acquire any greater interest in, under or over the same respectively and may give notice to treat in respect of such entry, taking and using.
- (3) (a) If, in any case where the Company enter upon, take and use the subsoil and under-surface of, or acquire a new right in or under, any of the lands described in the said Schedule, they also require to take, use and pull down or open any cellar, vault, arch or other construction forming part of any such lands they may enter upon, take and use such cellar, vault, arch or other construction for the purposes of the works and (subject to the provisions of this Act) the provisions of the Lands Clauses Acts shall extend and apply in relation to the purchase thereof as if such cellar, vault, arch or other construction were lands within the meaning of those Acts.
- (b) Section 12 (Acquisition of part only of certain properties) of the Act of 1964, as incorporated with this Act, shall apply in respect of the acquisition by the Company under this subsection of any cellar, vault, arch or other construction as if the same were a part of land to which that section applies.

18 Subsoil or new rights only to be acquired under certain lands

- (1) In this section—
- “the specified lands” means the lands referred to in Schedule 5 to this Act; and
- “the level of the surface of the specified lands” means ground surface level or, in the case of a building on the specified lands, means the level of the surface of the ground adjoining the building or, in the case of a river, dock, canal, navigation, watercourse or other water area, means the level of the surface of the adjoining ground which is at all times above water level.
- (2) (a) Notwithstanding the provisions of subsection (1) of section 16 (Power to acquire lands) of this Act, the Company shall not acquire compulsorily under the powers of this Act any part of the specified lands, except as provided in paragraph (b) below.
- (b) The Company may, within the limits of lateral deviation prescribed by this Act in respect of the works, enter upon, take and use so much of the subsoil and under-surface of the specified lands as they may require for the purposes of constructing, maintaining, protecting, renewing and using the works and any necessary works and conveniences connected therewith, or compulsorily purchase such new rights in the subsoil and under-surface of the specified lands as they may require for the said purposes without in either case being obliged or compellable to acquire any greater interest in, under or over the specified lands and may give notice to treat in respect of such entry, taking and using.

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- (c) For the purposes of this section the subsoil and under-surface of the specified lands shall be deemed not to include any such subsoil or under-surface which is within 9 metres of the level of the surface of the specified lands.

19 Application of Lands Clauses Acts to compulsory purchase of new rights

- (1) The Lands Clauses Acts, as incorporated with this Act, shall have effect with the modifications necessary to make them apply to the compulsory purchase of rights under section 17 (Power to acquire subsoil or new rights only in certain cases) and section 18 (Subsoil or new rights only to be acquired under certain lands) of this Act as they apply to the compulsory purchase of land so that, in appropriate contexts, references in those Acts to land are read as referring, or as including references, to the rights or to land in, under or over which the rights are or are to be exercisable, according to the requirements of the particular context.
- (2) Without prejudice to the generality of subsection (1) above in relation to the purchase of new rights in pursuance of section 17 (Power to acquire subsoil or new rights only in certain cases) and section 18 (Subsoil or new rights only to be acquired under certain lands) of this Act—
 - (a) the Lands Clauses Consolidation Act 1845 shall, subject to the provisions of subsection (3) below, have effect with the modifications specified in Schedule 1 (except paragraph 4) to the Act of 1976 and as if for the word “over”, wherever it occurs in paragraph 1 of that Schedule, there were substituted the words “in, under or over”;
 - (b) the enactments relating to compensation for the compulsory purchase of land shall apply with the necessary modifications as they apply to such compensation.
- (3) Notwithstanding anything in this section, section 92 of the Lands Clauses Consolidation Act 1845 shall not apply to any compulsory acquisition or purchase by the Company under section 17 (Power to acquire subsoil or new rights only in certain cases) or section 18 (Subsoil or new rights only to be acquired under certain lands) of this Act.

20 Set-off for enhancement in value of retained land

- (1) In this section “relevant land” means any land or any subsoil or under-surface of or new rights in, under or over any land acquired by the Company for the purposes of the works.
- (2) In assessing the compensation payable to any person on the acquisition by the Company from him of any relevant land, the Lands Tribunal shall—
 - (a) have regard to the extent to which the lands or the remaining contiguous lands belonging to the same person may be benefited by the works; and
 - (b) set off against the value of the relevant land any increase in the value of the remaining contiguous lands belonging to the same person which will accrue to him by reason of the construction of the works.
- (3) The Land Compensation Act 1961 shall have effect subject to the provisions of this section.

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21 Temporary possession of land

- (1) In this section “the said lands” means the land in the London borough of Southwark delineated on the deposited plans and marked “Limit of temporary working site” and the land in that borough numbered 16 on the deposited plans.
- (2) The Company may, for the purpose of enabling the Company to construct Works Nos. 1 to 8 at London Bridge enter upon and take possession temporarily of the said lands in the London borough of Southwark after giving to the owners, lessees and occupiers thereof not less than one month’s previous notice in writing and may remove any structures thereon and may construct temporary works and structures thereon for such purpose:
Provided that the Company—
 - (a) shall not without the agreement of the owners, lessees and occupiers thereof remain in possession of the said lands under the powers of this section after a period of five years from the date of entry thereon;
 - (b) shall not be empowered to purchase compulsorily or be required to purchase the said lands (except such subsoil or new rights as they require under the provisions of section 17 (Power to acquire subsoil or new rights only in certain cases) of this Act).
- (3) Before relinquishing possession of the said lands the Company shall remove all works and structures erected by them on the surface thereof and shall, subject to any agreement to the contrary with the respective owners, lessees or occupiers thereof, reinstate the said lands so far as reasonably practicable to the same condition immediately before entry thereon by the Company.
- (4) The Company shall compensate the owners and occupiers of the said lands for any loss or damage which may result to them by reason of the exercise of the powers conferred by subsection (2) above.
- (5) Nothing in this section shall relieve the Company from liability to compensate under section 6 or 43 of the Act of 1845, as incorporated with or applied by this Act, or under any other enactment, in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under subsection (4) above.
- (6) Any dispute as to a person’s entitlement to compensation under subsection (4) above or as to the amount thereof shall be settled by arbitration.

22 Period for compulsory purchase of lands and new rights

The powers of the Company for the compulsory purchase of lands and new rights under this Act shall cease at the end of the period of five years commencing on the date of the passing of this Act.

23 Ecclesiastical property

- (1) Where, under any of the provisions of this Act, a notice is required to be served on an owner of land and the land is ecclesiastical property, a like notice shall be served on the Church Commissioners.
- (2) Where any ecclesiastical property is to be acquired compulsorily under the powers of this Act and the benefice in question is vacant, then the fee simple of such property

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shall for the purposes of the acquisition be treated as being vested in the Church Commissioners.

- (3) Any moneys agreed or awarded upon any acquisition under the powers of this Act of ecclesiastical property shall not be paid as directed by the Lands Clauses Acts but shall be paid to the Church Commissioners and shall be applied by them as follows:—
- (a) in defraying a fair proportion of the costs, charges and expenses incurred by them, the bishop of the diocese in which the property is situated, the Diocesan Board of Finance or an incumbent of an ecclesiastical benefice in opposing the Bill for this Act;
 - (b) in defraying any expenses incurred by any of the persons referred to in paragraph (a) above in relation to any such acquisition by the Company and not reimbursed by the Company;
 - (c) as to any remaining balance and as to both capital and income, for purposes for which a sale by agreement of the land would be applicable under any enactment or measure authorising such a sale or disposing of the proceeds of such a sale.
- (4) In this section “ecclesiastical property” means land belonging to an ecclesiastical benefice or being or forming part of a church or churchyard subject to the jurisdiction of a bishop of any diocese or the site of such a church or being or forming part of a burial ground subject to such jurisdiction.

24 Incorporation of lands provisions

- (1) The following provisions of the undermentioned Acts are, with the necessary modifications, incorporated with this Act:—
- the Act of 1963—
 - section 21 (Power to enter for survey or valuation); and
 - section 28 (As to cellars under streets not referenced);
 - the Act of 1964—
 - section 12 (Acquisition of part only of certain properties); and
 - section 14 (Extinction of private rights of way);
 - the Act of 1965—
 - section 13 (Correction of errors in deposited plans and book of reference);
 - the Act of 1966—
 - section 14 (Power to expedite entry);
 - the Act of 1969—
 - section 14 (Disregard of recent improvements and interests).
- (2) The provisions of the said section 21 of the Act of 1963, as so incorporated, shall have effect as if after the word “acquire” there were inserted the words “or use”.

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PART IV

PROTECTIVE PROVISIONS

25 Incorporation of protective provisions

- (1) The following provisions of the undermentioned Acts are, with necessary modifications, incorporated with this Act:—
- the Act of 1963—
 - section 42 (For protection of gas, water and electricity undertakers):
 - the (No. 2) Act of 1971—
 - section 22 (For protection of Port Authority and river users); and
 - section 23 (Lights and day marks on river works):
 - the Act of 1976—
 - section 13 (For protection of sewers of Thames Water Authority):
 - the Act of 1981—
 - section 17 (For protection of British Telecommunications).
- (2) The provisions of paragraph (1) of the said section 42 of the Act of 1963, as so incorporated, shall have effect as if—
- (a) for the definition of “the undertakers” there were substituted the following:—
 - ““the undertakers” means any person authorised to carry on, in the area within which the Company are by this Act authorised to purchase land or execute works, an undertaking for the supply of gas or water or for the generation, transmission or supply of electricity;”;
 - (b) in sub-paragraph (a) of the definition of “apparatus” for the words “electric lines or works” there were substituted “electric lines or electrical plant” and for the reference to the Electricity (Supply) Acts 1882 to 1936 there were substituted a reference to the Electricity Act 1989.
- (3) The provisions of the said section 22 of the (No. 2) Act of 1971, as so incorporated, shall have effect as if—
- (a) in subsection (2) (a) thereof, for the words from “and a river work” onwards there were substituted the words “and section 76 (Works to be approved by Board of Trade) of the Port of London Act 1968, except paragraph (b) of subsection (1) thereof, shall apply in relation to a river work as if it were, or were to be, a work placed or constructed on the bed of the river under the direction or licence of the port authority”;
 - (b) in subsection (3) (b) thereof, the words “of the chief engineer” were omitted;
 - (c) in subsection (5) thereof, for the words “under the hand of their secretary” there were substituted the words “(which shall not be unreasonably withheld)”;
 - (d) in subsection (12) thereof—
 - (i) for the words “1 inch to 208·33 feet” there were substituted the words “1:2500”;
 - (ii) for the words “one-eighth of an inch to 1 foot” there were substituted the words “1:100”;
 - (iii) for the reference to Work No. 1 authorised by the (No. 2) Act of 1971 there were substituted a reference to Work No. 1 (Works at London Bridge); and

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- (iv) the words “and also of Works Nos. 2 and 3 where they pass under the Surrey Canal” were omitted.
- (4) The provisions of the said section 23 of the (No. 2) Act of 1971, as so incorporated, shall have effect as if in subsection (2) thereof for the words “one hundred pounds” there were substituted the words “the statutory maximum”.
- (5) The provisions of the said section 13 of the Act of 1976, as so incorporated, shall have effect as if—
- (a) for reference to Thames Water Authority there were substituted reference to Thames Water Utilities Limited;
 - (b) for the reference in paragraph (8) thereof to section 7 (Incorporation of provisions of Acts of 1963, 1965, 1969 and 1974 relating to works) of the Act of 1976 there were substituted a reference to section 15 (Incorporation of works provisions) of this Act; and
 - (c) in the definition of “the specified works” in paragraph (1), for the reference to the works authorised by the Act of 1976 there were substituted a reference to the works.
- (6) The provisions of the said section 17 of the Act of 1981, as so incorporated, shall have effect as if—
- (a) paragraph (2) of that section were omitted;
 - (b) for any reference to Work No. 2 of the Act of 1981 there were substituted a reference to the works; and
 - (c) for any reference to British Telecommunications there were substituted a reference to a public telecommunications operator as defined in section 9 (3) of the Telecommunications Act 1984.

26 For protection of British Railways Board

For the protection of the railways board the following provisions shall, unless otherwise agreed in writing between the railways board and the Company, apply and have effect:—

- (1) In this section—
- “construction” includes execution, placing and altering and “construct” and “constructed” shall be construed accordingly;
 - “designated property” means any railways of the railways board and any works connected therewith for the maintenance or operation of which the railways board are responsible and includes any lands, premises, arches, cellars or vaults held or used by the railways board for the purposes of such railways or works;
 - “the engineer” means an engineer to be appointed by the railways board;
 - “plans” includes sections, drawings and particulars and “approved plans” means plans approved or deemed to be approved or settled by arbitration in accordance with the provisions of this section; and
 - “the specified works” means so much of the Company’s works as may be situated within 15 metres of, or may in any way affect, designated property and includes the construction, reconstruction and maintenance of the Company’s works:

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- (2) The Company shall, before commencing the specified works, furnish to the railways board proper and sufficient plans thereof for the approval of the engineer, whose approval shall not be unreasonably withheld, and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that, if within 56 days after such plans have been furnished to the railways board the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

- (3) If within 56 days after such plans have been furnished to the railways board the railways board shall give notice to the Company that the railways board desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of designated property or the safe operation of the railways of the railways board, then, if the Company desire such part of the specified works to be constructed, the railways board shall construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Company in accordance with approved plans:
- (4) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works whether temporary or permanent which in his opinion should be carried out before the commencement of the specified works to ensure the safety or stability of designated property and such protective works as may be reasonably necessary for those purposes shall be constructed with all reasonable dispatch and the Company shall not commence the construction of the specified works until the engineer shall have notified the Company that the protective works have been completed:
- (5) The Company shall give to the engineer not less than 28 days' notice of their intention to commence the construction of any of the specified works and also, except in emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out any works for the repair or maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with designated property:
- (6) The specified works shall when commenced be carried out—
- (a) with all reasonable dispatch in accordance with approved plans;
 - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer; and
 - (c) in such manner as to cause—
 - (i) as little damage to designated property as may be; and
 - (ii) as little interference as may be with the conduct of traffic on any railway of the railways board and the use by passengers of designated property;

and, if any damage to designated property or any such interference shall be caused by the carrying out of the specified works, the Company shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the railways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage or interference:

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Provided that nothing in this paragraph shall impose any liability on the Company with respect to any damage, costs, expenses or loss which is attributable to the act, neglect or default of the railways board or their servants, contractors or agents:

- (7) The Company shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (8) The railways board shall at all times afford reasonable facilities to the Company and their agents for access to any works carried out by the railways board under this section during their construction and shall supply the Company with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (9) If any alterations or additions, either permanent or temporary, to designated property shall be reasonably necessary during the construction of the specified works or during a period of 12 months after the completion thereof in consequence of the construction of the specified works, such alterations and additions may be effected by the railways board after not less than 28 days' notice in writing (except in case of emergency) has been given to the Company and the Company shall pay to the railways board on demand the cost thereof as certified by the engineer:
- (10) The Company shall repay to the railways board all costs, charges and expenses reasonably incurred by the railways board—
 - (a) in constructing any part of the specified works on behalf of the Company as provided by paragraph (3) above or in constructing any protective works under the provisions of paragraph (4) above;
 - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling any railway of the railways board and for preventing, as far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;
 - (c) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed and which may be due to the construction or failure of the specified works or from the substitution, suspension or diversion of railway services of the railways board which may be necessary for the same reason;
 - (d) in respect of any additional temporary lighting of designated property in the vicinity of the specified works, being lighting made reasonably necessary during and by reason of the construction or failure of the specified works; and
 - (e) in respect of the supervision by the engineer of the specified works:
- (11) The Company shall be responsible for and make good to the railways board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the railways board—
 - (a) by reason of the specified works or the failure thereof; and
 - (b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

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and the Company shall effectively indemnify and hold harmless the railways board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the railways board on behalf of the Company, or in accordance with approved plans, or in accordance with any requirement of the engineer or under his supervision shall not (if it was not attributable to the act, neglect or default of the railways board or of any person in their employ or of their contractors or agents whilst engaged upon the construction of the specified works) excuse the Company from any liability under the provisions of this section:

Provided that the railways board shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without prior consent of the Company:

- (12) Any differences between the railways board and the Company under this section shall be referred to and settled by arbitration.

27 For protection of Post Office

For the protection of the Post Office the following provisions shall, unless otherwise agreed in writing between the Company and the Post Office, apply and have effect:—

- (1) In this section—

“completion” means the date upon which all civil engineering works associated with the specified works are completed;

“the engineer” means an engineer appointed by the Post Office at the expense of the Company;

“plans” includes sections, drawings, specifications, calculations and descriptions of methods of construction as the case may be;

“Post Office property” means any part of the Post Office railway or any works of the Post Office connected therewith;

“the Post Office railway” means the railway of the Post Office authorised by the Post Office (London) Railway Act 1913;

“the specified works” means so much of the works as may be situated, within 15 metres (measured in any direction) of, or may in any way affect Post Office property, and includes the construction, reconstruction and maintenance of such works:

- (2) Before commencing construction of the specified works the Company shall at their own expense in consultation with the engineer prepare a schedule of defects existing in Post Office property and shall submit such schedule to the engineer for his approval such approval not to be unreasonably withheld or delayed; and a similar schedule shall be prepared by and at the expense of the Company in consultation with the engineer and at his request upon the completion of the specified works:
- (3) Notwithstanding anything in this Act or shown on the deposited plans or contained in the deposited book of reference the Company shall not take or use either permanently or temporarily any Post Office property:
- (4) The Company shall not at any time enter upon Post Office property without first obtaining the written consent of the engineer, except in cases of emergency when the Company shall give such notice as may be reasonably practicable, which consent

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shall not be unreasonably withheld or delayed and may be subject to such forms and conditions as the engineer may reasonably require:

- (5) The Company shall, before commencing the specified works, or any works under paragraph (9) of this section, furnish to the Post Office plans thereof for the approval of the engineer, such approval not to be unreasonably withheld or delayed and shall not commence any of such works until such plans have been approved by the engineer or settled by arbitration:

Provided that, if within 56 days after such plans have been furnished to the Post Office the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

- (6) The Company shall comply with and conform to all reasonable orders, directions and regulations of the Post Office in the construction of the specified works:
- (7) The specified works shall be carried out only in accordance with such plans as may be approved or deemed to be approved or settled under paragraph (5) of this section, subject however to any modification of those plans from time to time agreed upon between the Company and the engineer, and to the reasonable satisfaction of the engineer who shall be given not less than 28 days' notice of the date and time on and at which the specified works, as so approved, are to be commenced:
- (8) The Company shall at all times maintain the specified works in substantial repair and good order and condition and if and whenever the Company fail so to do the Post Office may, after giving not less than 28 days' notice in writing to the Company, (and at any time in case of emergency without being required to give notice as aforesaid), make and do all such works and things either on Post Office property or on the new ticket halls as may be reasonably requisite for the protection thereof; and the expense reasonably incurred by the Post Office in so doing shall be repaid by the Company to the Post Office:
- (9) If it appears to the engineer either before or during the construction, or within two years after the completion of the specified works, that any further or other works or appliances or measures of precaution are reasonably required either by way of addition to Post Office property or in connection with or in relation to the method of construction of the specified works so as to prevent subsidence or injury happening to Post Office property owing to or in consequence of the execution of the specified works, the Company shall on receipt of written notice from the engineer requiring them so to do make and carry out at their own expense and in accordance with plans approved or deemed to have been approved or settled under paragraph (5) of this section such further works or take such measures of precaution (including the use of compressed air or the temporary cessation of the construction of the specified works or the carrying on of the construction of the specified works without cessation) as the engineer shall reasonably require:
- (10) If, during and by the construction of the specified works, Post Office property shall be injured or damaged, the Post Office may forthwith make good such injury or damage and execute such protective works as the engineer shall consider reasonably necessary for ensuring the safety of Post Office property and the expense reasonably incurred by the Post Office in so doing shall be repaid by the Company to the Post Office:
- (11) The Company shall not in making, maintaining, altering or renewing specified works in any manner obstruct, hinder or interfere with the free, uninterrupted and safe user of Post Office property:

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- (12) The Company shall at all times afford facilities to the engineer to enter upon and inspect the specified works during their construction and shall supply to the engineer such information as he may reasonably require with regard thereto or to the method of construction thereof:
- (13) The Company shall, in connection with the construction of the specified works, bear and on demand pay to the Post Office the reasonable expense of the employment by the Post Office of a reasonable number of surveyors, inspectors and watchmen, to be appointed by it, for surveying, inspecting and watching Post Office property for preventing as far as may be all interference, obstruction, danger or accident from any of the operations of the Company or from the acts or defaults of their agents, contractors or employees:
- (14) The Company shall be responsible for and make good to the Post Office all costs, losses, damages, charges and expenses which may be occasioned to the Post Office, to Post Office property or to the traffic on the Post Office railway or otherwise—
- (a) by the construction or failure of the specified works; or
 - (b) by any act or omission of the Company, their agents, contractors or employees whilst engaged upon the specified works;
- and the Company shall effectually indemnify and hold harmless the Post Office from all claims and demands upon or against it by reason of such construction or failure or of any such act or omission:
- Provided that the Post Office shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company:
- (15) The Company shall from time to time repay to the Post Office any additional expense which the Post Office may reasonably incur as a result of any interruption to user of Post Office property, or in maintaining Post Office property by reason or in consequence of the construction of the specified works:
- (16) The Company shall so construct and maintain their electric circuits and other works of all descriptions and shall so work the specified works as to prevent any interruption to, or any injurious interference by induction or otherwise with, the electric circuits from time to time used or to be used on the Post Office railway or with the currents in such circuits:
- Provided that at the expiration of two years from the completion of the specified works the provisions of this section shall not operate to give any right to claim in respect of injurious interference with any electric wires, lines or apparatus used for working the Post Office railway or the currents therein unless in the construction, erection, maintaining and working of such wires, lines and apparatus all reasonable and proper precautions have been taken by the Post Office to prevent injurious interference therewith and with the currents therein by or from other electric currents:
- (17) Any differences arising under paragraphs (2), (4), (5), (6), (7), (9), (10), (12), (13) or (16) of this section between the Company and the Post Office or between the Company and the engineer shall be referred to and settled by arbitration.

28 For protection of Royal Commission on the Historical Monuments of England

For the protection of the Royal Commission on the Historical Monuments of England (hereinafter referred to as “the Commission”) the following provisions shall, unless

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otherwise agreed in writing between the Company and the Commission, apply and have effect:—

- (1) In this section “listed building” has the same meaning as in section 1 (5) of the Planning (Listed Buildings and Conservation Areas) Act 1990:
- (2) The Company shall give to the Commission not less than 56 days' notice in writing of their intention to commence the alteration or demolition of any listed building under the powers of this Act:
- (3) For a period of not less than 56 days following the giving of notice to the Commission, and before commencing the alteration or demolition of the listed building to which the notice relates, the Company shall, at all reasonable times, afford access to the building to members and officers of the Commission for the purpose of recording it.

PART V

MISCELLANEOUS

29 Agreements with British Railways Board

- (1) In this section—
 - “the designated lands” means so much of the lands of the railways board as are situated within the limits of deviation; and
 - “the specified works” means so much of Works Nos. 1 to 8 (Works at London Bridge) as is to be constructed on the designated lands.
- (2) Subject as may be otherwise agreed in writing between the Company and the railways board, any works of alteration or adaptation of property of the railways board which may be necessary in order to construct the specified works and thereafter the use, maintenance, repair and renewal of such property and of the specified works shall be regulated and carried out by the Company or the railways board, or by the Company and the railways board jointly, in accordance with such terms and conditions as may be agreed in writing between the Company and the railways board and any such agreement may relate to the whole or part of the specified works and may contain such incidental, consequential or supplementary provisions as may be so agreed, including (but without prejudice to the generality of the foregoing) provisions—
 - (a) with respect to the defraying of, or the making of contributions towards, the cost of such works of alteration or adaptation or of such maintenance, repair and renewal by the Company or by the railways board, or by the Company and the railways board jointly;
 - (b) for the exercise by the railways board or by the Company, or by the railways board and the Company jointly, of all or any of the powers and rights of the railways board or the Company (as the case may be) in respect of any part of the designated lands or the specified works under any enactment or contract.
- (3) The exercise by the Company or by the railways board, or by the Company and the railways board jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by subsection (2) above shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by the Company or the railways board (as the case may be) alone, and accordingly such provision shall, with any necessary modifications, apply to the exercise of such powers and rights by the Company or

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by the railways board, or by the Company and the railways board jointly, as the case may be.

- (4) The Company and the railways board may enter into and carry into effect agreements for the transfer to the Company, or the Company and the railways board jointly, of any part of the designated lands.
- (5) Any difference between the Company and the railways board under this section (other than a difference as to its meaning and construction) shall be referred to and settled by arbitration.

30 As to pipe subways

- (1) In this section—
 - (a) “the apparatus” means the apparatus mentioned in paragraph (b) below;
 - (b) “appropriate undertaker” means a person who has apparatus in the pipe subways;
 - (c) “pipe subways” means so much of the pipe subways beneath Southampton Row, High Holborn, Kingsway and Charing Cross Road in the London borough of Camden marked on the deposited plans “Pipe Subway” as lies within the limits of deviation;
 - (d) “the specified works” means Works Nos. 1 to 7 (Works at Holborn) and Works Nos. 1 to 6 (Works at Tottenham Court Road).
- (2) The Company may, for the purposes of the specified works, remove the apparatus from the pipe subways and reposition the apparatus in such reasonable alternative positions as shall be agreed with the appropriate undertaker.
- (3) After such removal and repositioning as is provided in subsection (2) above the Company may dismantle the pipe subways having first completed such works as are reasonably necessary to secure the continued use of the remainder of the pipe subways and may exercise the powers conferred by subsection (2) of section 16 (Power to acquire lands) of this Act in relation to the lands in which the pipe subways are situate.
- (4) Any difference between the Company and the appropriate undertaker shall be referred to and settled by arbitration.

31 Use of part of disused Kingsway tram subway

- (1) In this section—

“the specified works” means Works Nos. 1 to 7 (Works at Holborn);

“the subway” means so much of the disused tram subway and the approach thereto situated beneath Southampton Row, High Holborn and Kingsway in the London borough of Camden as lies between the points marked ‘A’ and ‘D’ on the deposited plans.
- (2) For the purpose of constructing the specified works the following provisions shall have effect—
 - (a) the Company may—
 - (i) remove so much of the subway as lies between the points marked ‘A’ and ‘B’ on the deposited plans; and

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- (ii) open, break up and interfere with so much of the eastern wall floor and roof of the subway as lies between the points marked ‘B’ and ‘C’ on the said plans;
 - (b) the Company may enter upon and take possession temporarily of so much of the subway as lies between the points marked ‘C’ and ‘D’ on the deposited plans and may remove any apparatus therein and may construct such temporary works and structures and install such apparatus as the Company may deem necessary for the purposes of the specified works;
 - (c) the Company may remain in possession of that part of the subway referred to in paragraph (b) above until completion of the specified works.
- (3) Upon completion of the specified works the Company shall remove all their temporary works, structures and apparatus and deliver up that part of the subway which lies between the points marked ‘C’ and ‘D’ on the deposited plans in the same condition as it was before entry thereon by the Company or as near thereto as is reasonably practicable.
- (4) The Company may for the purposes of the specified works acquire, enter upon and use so much of the subway as lies between the points marked ‘A’ and ‘C’ on the deposited plans without making any payment therefor and as from the date of such entry any powers vested in a person by virtue of any enactment or rule of law to maintain, use or interfere with the subway in any respect shall cease to have effect.

32 Planning permission

- (1) In this section “Part 11 development” means development permitted by article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General Development Order 1988 (which permits development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out).
- (2) Subject to the provisions of subsection (3) below, in its application to development authorised by this Act, the planning permission granted for Part 11 development shall have effect as if the authority to develop given by this Act were limited to development begun within 10 years after the passing of this Act.
- (3) Subsection (2) above shall not apply to the carrying out of any development consisting of the alteration, maintenance or repair of works authorised by this Act or the substitution of new works therefor.

33 Listed building provisions, etc., not to apply to works

- (1) The provisions of this Act authorising the carrying out of the works (“the works powers”) shall have effect notwithstanding—
 - (a) the provisions of the Planning (Listed Buildings and Conservation Areas) Act 1990; and
 - (b) the provisions of the enactments relating to historic buildings and ancient monuments;and section 42 of the Local Government (Miscellaneous Provisions) Act 1976 (certain local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided) shall not apply to the extent that it would make the works powers subject to those provisions:

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Provided that nothing in paragraph (a) above shall apply in relation to—

- (i) works for the demolition of any relevant building other than one specified in Part I of Schedule 6 to this Act; or
 - (ii) works for the permanent alteration or extension of any relevant building, other than one specified in Part I or Part II of that Schedule, so as to affect its character as a building of special architectural or historic interest.
- (2) Paragraph (a) of subsection (1) above shall only apply in relation to works for the permanent alteration or extension of a building specified in column (1) of Part II of Schedule 6 to this Act which affect its character as a building of special architectural or historic interest if the works are carried out for the purpose specified in relation to that building in column (2) of that Part.
- (3) In this section “relevant building” means a building which was, on 1st December 1990, a listed building or in a conservation area; and expressions used in this section and in the Planning (Listed Buildings and Conservation Areas) Act 1990 have the same meaning in this section as in that Act.

34 Arbitration

Where under this Act any difference (other than a difference to which the provisions of the Lands Clauses Acts, as applied by this Act, apply) is to be referred to or settled by arbitration, then, unless otherwise provided, such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed, on the application of either party (after notice in writing to the other), by the President of the Institution of Civil Engineers.

35 Costs of Act

All costs, charges and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company and may in whole or in part be defrayed out of revenue.